GSA SCHEDULE CONTRACT #: GS-35F-0481X

SIN: 132-33

SIN: 132-34

SIN: 132-51

SIN: 132-52



UNIVERSOLUTIONS, LLC.

5600 GENERAL WASHINGTON DRIVE, SUITE B202 ALEXANDRIA, VA 22312

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AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY

SPECIAL ITEM NUMBER 132-33 – SOFTWARE APPLICATION SPECIAL ITEM NUMBER 132-34 – SOFTWARE MAINTENANCE AS A SERVICE SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES SPECIAL ITEM NUMBER 132-52 - ELECTRONIC COMMERCE (HOSTING)

> FPDS Code D302 IT Systems Development Services FPDS Code D306 IT Systems Analysis Services

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is <u>not</u> to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

UniverSolutions, LLC 5600 General Washington Dr, Ste B202 Alexandria, VA 22312-2415 CAGE Code: 1MR62 • DUNS: 090015079 Phone: 703-313-9777

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Contract Number:	GS-35F-0481X			
Period Covered by Contract:	July 5, 2011 through July 4, 2016			

General Services Administration Federal Acquisition Service

Pricelist current through Modification #PS-0002, dated May 3, 2012.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).

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SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ online shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are rec	mested to	check or	ne of the	following	boxes:

[]	The Geographic Scope of Contract will be domestic and overseas delivery.
[]	The Geographic Scope of Contract will be overseas delivery only.
[Y]	The Geographic Scope of Contract will be domestic delivery only

[X] The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

5600 B General Washington Dr, Suite B202 Alexandria, VA 22312-2415

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

703-313-9777

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule Contract

Block 16: Data Universal Numbering System (DUNS) Number: 001095079

Block 30: Type of Contractor: B. Other Small Business

A. Small Disadvantaged Business

B. Other Small Business

C. Large Business

G. Other Nonprofit Organization

L. Foreign Contractor

Block 31: Woman-Owned Small Business - No

Block 37: Contractor's Taxpayer Identification Number (TIN): 54-1946256

Block 40: Veteran Owned Small Business (VOSB): No

A: Service Disabled Veteran Owned Small Business

B: Other Veteran Owned Small Business

4a. CAGE Code: 4U8A9

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. **DELIVERY SCHEDULE**

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-33</u>	As negotiated at time of ordering activity Days
_132-34	As negotiated at time of ordering activity Days
_132-51	As negotiated at time of ordering activity Days
132-52	As negotiated at time of ordering activity Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

- c. i. SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less): the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.
- ii. SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less): the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).
- iii. For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.
- 7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.
 - a. Prompt Payment: 1% 20 days from receipt of invoice or date of acceptance, whichever is later.
 - b. Quantity: None
 - c. Dollar Volume: 2% over \$100,000.00
 - d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers
 - e. Other

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.00.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a.

Special Item Number 132-33 - Software Application: \$500,000

Special Item Number 132-34 - Maintenance as a Service: \$500,000

Special Item Number 132-51 - Information Technology Professional Service: \$500,000

Special Item Number 132-52 – Electronic Commerce (Hosting) \$500,000

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).
- 15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.gsaadvantage.gov

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

None		

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each

contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

Section 598 compliance is in process.

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
 (b) The following statement:
 - This order is placed under written authorization from ______ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

PRODUCT PRICELIST (SIN: 132-33)

KOMIS System GSA Schedule Price list

SIN 132-33: Software with no customization

SIN	Item#	Product	Description	Unit	Price Offered to GSA (including IFF)
132 33		KOMIS Software	Includes software license for 1 to 50 Users including Helpdesk support for 1 year	Package	\$ 10,777.15
132 33		KOMIS Software	Includes software license for 59 to 100 Users including Helpdesk support for 1 year	Package	\$ 12,256.43
132 33		KOMIS Software	Includes software license for 101 to 200 Users including Helpdesk support for 1 year	Package	\$ 23,287.21
132 33		KOMIS Software	Includes software license for 201 to 500 Users including Helpdesk support for 1 year	Package	\$ 52,089.82
132 33		KOMIS Software	Includes software license for 501 to 1000 Users including Helpdesk support for 1 year	Package	\$ 73,538.58
132 33		KOMIS Software	Includes software license for over 1000 Users including Helpdesk support for 1 year	Package	\$ 98,051.43

PRODUCT PRICELIST (SIN: 132-34)

KOMIS System GSA Schedule Price list

SIN 132-34: Software with limited customization

SIN	Item#	Product	Description	Unit	Price Offered to GSA (including IFF)
132 34		KOMIS Software	Includes software license for 1 to 50 Users including Helpdesk support for 1 year with limited customization and no hosting	Package	\$ 16,905.12
132 34		KOMIS Software	Includes software license for 59 to 100 Users including Helpdesk support for 1 year with limited customization and no hosting	Package	\$ 18,384.40
132 34		KOMIS Software	Includes software license for 101 to 200 Users including Helpdesk support for 1 year with limited customization and no hosting	Package	\$ 34,930.36
132 34		KOMIS Software	Includes software license for 201 to 500 Users including Helpdesk support for 1 year with limited customization and no hosting	Package	\$ 78,133.68
132 34		KOMIS Software	Includes software license for 501 to 1000 Users including Helpdesk support for 1 year with limited customization and no hosting	Package	\$ 110,306.37
132 34		KOMIS Software	Includes software license for over 1000 Users including Helpdesk support for 1 year with limited customization and no hosting	Package	\$ 147,075.17

PRODUCTS AND SERVICES PRICELIST (SIN: 132-51)

Item/Part Number	Proposed GSA Price with IFF
Subject Matter Expert	\$158.89
Principal	\$139.03
Project Manager	\$119.17
Sr. Business Process Analyst	\$99.30
Systems Engineer	\$79.44
DBA	\$69.51
Sr. Software Engineer	\$74.48
Software Engineer	\$64.55
Training Specialist	\$59.58
Technical Writer	\$49.65
Business Process Analyst	\$59.58
Helpdesk Specialist 3	\$34.76
Helpdesk Specialist 2	\$27.81
Helpdesk Specialist 1	\$22.84

GSA discount rates include the IFF. All rates are fully burdened.

PRODUCT PRICELIST (SIN: 132-52)

KOMIS System Hosting GSA Schedule Price list

SIN 132-52: KOMIS system hosting

SIN	Item#	Product	Description	Unit	Price Offered to GSA (including IFF)
132 52		KOMIS Software hosting	Hosting for 1 to 50 Users for 1 year	Package	\$ 6,611.69
132 52		KOMIS Software hosting	Hosting for 59 to 100 Users for 1 year	Package	\$ 7,430.13
132 52		KOMIS Software hosting	Hosting for 101 to 200 Users for 1 year	Package	\$ 8,248.58
132 52		KOMIS Software hosting	Hosting for 201 to 500 Users for 1 year	Package	\$ 9,067.03
132 52		KOMIS Software hosting	Hosting for 501 to 1000 Users for 1 year	Package	\$ 9,476.25
132 52		KOMIS Software hosting	Hosting for over 1000 Users for 1 year	Package	\$ 9,476.25

TERMS AND CONDITIONS APPLICABLE TO SOFTWARE APPLICATION (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. END USER LICENSE AGREEMENTS (EULA) / TERMS OF SERVICE (TOS) AGREEMENT REQUIREMENTS

The Contractor shall provide all Enterprise User License Agreements in an editable format.

3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 703-313-9777 or 1-855 MY-KOMIS for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9 AM $_1$ to 5:30 PM Eastern time (EST) .

5. SOFTWARE MAINTENANCE

a.	Software maintenance as it is defined: (select software maintenance type):
	1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted

chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does <u>NOT</u> include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
 - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

Information Technology Positions

Principal

Function: A Senior Level Executive who has extensive expertise in IT delivery or other relevant subject matter areas. Can provide expert guidance to the project management team on complex issues in areas such as client relationship management, complex IT delivery management, organizational change management and executive facilitation.

Qualifications: Minimum of 15 years experience. Directly related postgraduate study may be substituted for experience at the rate of three credit hours for three months of experience up to 36 credit hours

Education: Master's Degree

Project Manager

Function: The IT Project Manager is responsible for the management of the IT project team and will be the primary point of contact for the customer. As such, the Project Manager is responsible for keeping the customer informed about technical progress, progress against budget, and any issues or concerns. The Project Manager will also work with the team to develop the technical solution, participate in IT technical design decisions, structure the project plan, and will be responsible for the overall SW or COTS solution development and execution of the project.

Qualifications: Minimum of 10 years experience. Directly related postgraduate study may be substituted for experience at the rate of three credit hours for three months of experience up to 36 credit hours.

Education: Bachelor's Degree in Computer Science, Information Systems, Business or related field from an accredited college or university and / or equivalent experience

Sr. Subject Matter Expert

Function: Uses expert level of functional, technical or industry knowledge to solve problems associated with technical, functional or business design, development, and/or implementation projects. Helps define requirements and helps prepare general designs. Assists project team with other phases of development life cycle by providing subject matter expertise. Initiates best practices, established client/partner alignments, and works with Executive Steering Committees.

Qualifications: Minimum of 15 years experience. Directly related postgraduate study may be substituted for experience at the rate of three credit hours for three months of experience up to 36 credit hours.

Education: MS Degree in Computer Science, Information Systems, Business or related field from an accredited college or university and / or equivalent experience.

Sr. Business Process Analyst

Function: Applies in-depth knowledge of the client's business, organization and objectives in a problem-solving capacity. Analyzes business or systems problems where the identification of the problem is unstructured and unclear and proposes solutions for improvement. May use specialized functional or industry knowledge to provide assistance to other project staff. May also perform functional and technical analysis, assessment, and development tasks. Participates in requirements analyses, data gathering, interviews and facilitated sessions. Provides analytical skills in design, testing, training, and implementation activities.

Qualifications: Minimum of 8 years of experience. Directly related postgraduate study may be substituted for experience at the rate of three credit hours for three months of experience up to 36 credit hours.

Education: BS/BA or equivalent. Can substitute 5 years of IT industry specific experience

Systems Engineer

Function: Systems Engineer plans, conducts, and/or contributes to research and design activities. Applies technical and/or analytical approaches to solve client issues and experience in technical tasks such as system administration, architecture, configuration, design and administration, ERP application implementation, organizational change management and communication, development of training documentation, configuration, and customization, or similar activities. Contributes to research and design activities.

Qualifications: Minimum of 8 years of experience. Directly related postgraduate study may be substituted for experience at the rate of three credit hours for three months of experience up to 36 credit hours.

Education: BS/BA or equivalent. Can substitute 5 years of IT industry specific experience.

Database Administrator (DBA)

Function: Design, develop and administer databases for the clients. Uses technical skill required for different databases. Uses database design tools to design database architecture. Maintains and manage databases used in the system.

Qualifications: Minimum of 5years experience. Directly related postgraduate study may be substituted for experience at the rate of three credit hours for three months of experience up to 36 credit hours.

Education: BS/BA or equivalent. Can substitute 5 years of IT industry specific experience.

Sr. Software Engineer

Function: Design and develop system based on client's requirements. Ability to analyze, code and test systems. Knowledge of different programming languages. May use specialized functional or industry knowledge to provide assistance to other project staff. Provides analytical skills in design, testing, training, and implementation activities. Participates in a full life cycle development of systems.

Qualifications: Minimum of eight years of experience. Directly related postgraduate study may be substituted for experience at the rate of three credit hours for three months of experience up to 36 credit hours.

Education: Education: BS/BA or equivalent. Can substitute 5 years of IT industry specific experience.

Software Engineer

Function: Design and develop system based on client's requirements. Ability to analyze, code and test systems. Knowledge of different programming languages. May use specialized functional or industry knowledge to provide assistance to other project staff. Provides analytical skills in design, testing, training, and implementation activities. Participates in a full life cycle development of systems.

Qualifications: Minimum of four years experience. Directly related postgraduate study may be substituted for experience at the rate of three credit hours for three months of experience up to 36 credit hours.

Education: Education: BS/BA or equivalent. Can substitute 5 years of IT industry specific experience.

Training Specialist

Function: Provide training on developed systems or in IT related fields to clients. Uses subject specified experience and knowledge to train and communicate process to the clients.

Qualifications: Minimum of two years of experience. Directly related postgraduate study may be substituted for experience at the rate of three credit hours for three months of experience up to 36 credit hours.

Education: Education: BS/BA or equivalent. Can substitute 5 years of IT industry specific experience.

Technical Writer

Function: Develops user and technical manuals for the developed systems. Uses subject specific knowledge to develop such manuals. Develops and edits project reports and annual reports for the clients.

Qualifications: Minimum of two years of experience. Directly related postgraduate study may be substituted for experience at the rate of three credit hours for three months of experience up to 36 credit hours.

Education: Education: BS/BA or equivalent. Can substitute 5 years of IT industry specific experience.

Business Process Analyst

Function: Applies in-depth knowledge of the client's business, organization and objectives in a problem-solving capacity. Analyzes business or systems problems where the identification of the problem is unstructured and unclear and proposes solutions for improvement. May use specialized functional or industry knowledge to provide assistance to other project staff. May also perform functional and technical analysis, assessment, and development tasks. Participates in requirements analyses, data gathering, interviews and facilitated sessions. Provides analytical skills in design, testing, training, and implementation activities.

Qualifications: Minimum of three years experience. Directly related postgraduate study may be substituted for experience at the rate of three credit hours for three months of experience up to 36 credit hours.

Education: Education: BS/BA or equivalent. Can substitute 5 years of IT industry specific experience.

Help Desk Specialist 3

Function: Drawing from experience gained across multiple client engagements, the SME uses functional, technical or industry knowledge to solve problems associated with technical, functional or business design, development, and/or implementation projects.

Education: Minimum of eight years experience. Directly related postgraduate study may be substituted for experience at the rate of three credit hours for three months of experience up to 36 credit hours.

Education: Education: BS/BA or equivalent. Can substitute 5 years of IT industry specific experience.

Help Desk Specialist 2

Function: Drawing from experience gained across multiple client engagements, the SME uses functional, technical or industry knowledge to solve problems associated with technical, functional or business design, development, and/or implementation projects.

Qualifications: Minimum of four years experience. Directly related postgraduate study may be substituted for experience at the rate of three credit hours for three months of experience up to 36 credit hours.

Education: Education: BS/BA or equivalent. Can substitute 5 years of IT industry specific experience.

Help Desk Specialist 1

Function: Drawing from experience gained across multiple client engagements, the SME uses functional, technical or industry knowledge to solve problems associated with technical, functional or business design, development, and/or implementation projects.

Qualifications: Minimum of two years experience. Directly related postgraduate study may be substituted for experience at the rate of three credit hours for three months of experience up to 36 credit hours.

Education: BS/Ba or equivalent.

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE (EC) (SPECIAL IDENTIFICATION NUMBER 132-52)

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

5. INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

14.	MONTHLY REPORTS In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.
14.	ELECTRONIC COMMERCE SERVICE PLAN
(a)	Describe the electronic service plan and eligibility requirements.
	NA
(b)	Describe charges, if any, for additional usage guidelines.
	NA
(c)	Describe corporate volume discounts and eligibility requirements, if any.
	NA

DESCRIPTION OF PRODUCTS (SIN 132-33, SIN 132-34, AND SIN 132-52)

KOMIS System

With over ten years of experience in automating business processes at Federal Government agencies in contracting field, Universolutions, LLC. has developed a unique system to manage contracting officer Warrants, FAC-C, FAC-COR, FAC-P/PM and CLP requirements. KOMIS assists in managing warrants of contracting officers. This system allows requesting warrants online, track the status of submitted warrant applications, and automatically validate education, training and experience requirements for the requested warrants. The system has a feature for the review committee to review applications, enter comments, and approve or disapprove warrants. It generates warrant certificates and approval memos for all approved warrant applications and it has an optional feature to sign warrants electronically. Similarly, the system has a feature to apply for FAC-C or FAC-COR. Then process, review and approve FAC-C and FAC-COR certificates. This system also allows tracking CLPs; display total credit hours earned every 2-year cycle and automatically reset CLPs at the end of the 2-year cycle. It is also a managerial tool which generates several reports for decision makers. It has a feature to view reports in PDF or MS Excel format. The system is a knowledge repository of all contracting officers' warrants, FAC-C, FAC-COR and training requirements.

The core functionality of the system is:

- Manage Contracting Officer and Contracting Officer Representative information
- Apply, process, review and approve warrants online
- Additional features to update active warrants such as:
 - Name Change request
 - o Change in Authority amount/Warrant type
 - Termination
 - Suspension
- Apply, process, review and approve Federal Acquisition Certification Contracting (FAC-C) online
- Apply, process, review and approve Federal Acquisition Certification COR (FAC-COR) online
- Apply, process, review and approve FAC-P/PM online
- Manage training and track CLPs every 2-year cycle

KOMIS software is available with no customization as commercially off the shelf package (COTs) or with minor customization. Universolutions also offers hosting service for KOMIS software.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

UniverSolutions, LLC provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Dr. Sunil Shrestha, 703-313-9777, sks@u-mail.com

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

Ordering Activity	Date	Contractor	Date	
Signatures				
	he schedule contract. The		minating the need for repetitive, purchasing mechanism for the ordering	5
	ocuments, solicitations a	and the evaluation of offers	et costs such as: search for sources; the s. Teaming Arrangements are permitted ition Regulation (FAR) 9.6.	
	the administrative costs	s of acquiring commercial	and (<u>Contractor</u>) enter into a cooperative items from the General Services	e
UniverSolutions, LLC				

RPA	NUMBER	
DIA	TIOMEDER	

UNIVERSOLUTIONS, LLC BLANKET PURCHASE AGREEMENT

	ctor agre		ber(s), Blanket Purchase Agreements, the chase Agreement (BPA) EXCLUSIVELY WITH (ordering					
(1) to the t		ollowing contract items can be ordered und d conditions of the contract, except as note	er this BPA. All orders placed against this BPA are subject d below:					
	MOD	EL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE					
(2)	Delive	ery:						
	DEST	TINATION	DELIVERY SCHEDULES / DATES					
(3) will be		rdering activity estimates, but does not gua	arantee, that the volume of purchases through this agreement					
(4)	This I	3PA does not obligate any funds.						
(5)	This I	BPA expires on or at	the end of the contract period, whichever is earlier.					
(6)	The fo	The following office(s) is hereby authorized to place orders under this BPA:						
	OFFI	CE	POINT OF CONTACT					
(7)	Order	rs will be placed against this BPA via Elect	ronic Data Interchange (EDI), FAX, or paper.					
(8) slips th		s otherwise agreed to, all deliveries under t contain the following information as a min	this BPA must be accompanied by delivery tickets or sales imum:					
	(a)	Name of Contractor;						
	(b)	Contract Number;						
	(c)	BPA Number;						
	(d)	Model Number or National Stock Num	ber (NSN);					
	(e)	Purchase Order Number:						

- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.